

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Patton Boggs LLP 2550 M Street, NW Washington, DC 20037		2. Registration No. 2165
3. Name of foreign principal National Council on Privatisation, Secretariat: Bureau of Public Enterprises of the Federal Republic of Nigeria	4. Principal address of foreign principal NDIC Building "1st" Plot 447/448 Constitution Avenue Central Business District, P.M.B. 442 Garki, Abuja, Fed. Rep of Nigeria	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: <div style="display: flex; justify-content: space-between;"><div>a) Branch or agency represented by the registrant.</div><div>National Council on Privatisation, Secretariat: Bureau of Public Enterprise of the Federal Republic of Nigeria</div></div> <div style="display: flex; justify-content: space-between;"><div>b) Name and title of official with whom registrant deals. Mr. Bernard B.A. Verr, Director-General</div><div style="text-align: right;">5 11</div></div>		
7. If the foreign principal is a foreign political party, state: <div style="display: flex; justify-content: space-between;"><div>a) Principal address.</div><div rowspan="3" style="text-align: right; vertical-align: middle;">5 11 11 11 11 11 11 11 11 11</div></div> <div style="display: flex; justify-content: space-between;"><div>b) Name and title of official with whom registrant deals.</div></div> <div style="display: flex; justify-content: space-between;"><div>c) Principal aim</div></div>		

8. If the foreign principal is not a foreign government or a foreign political party,

Not Applicable

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Not Applicable

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not Applicable

Date of Exhibit A October 14, 1999	Name and Title Stuart M. Pape Managing Partner	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Patton Boggs LLP	2. Registration No. 2165
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3. Name of Foreign Principal National Council on Privatisation Secretariat: Bureau of Public Enterprises of the Federal Republic of Nigeria

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

NOT APPLICABLE

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

NOT APPLICABLE

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Secure meetings on behalf of his Excellency Atiku Abubakar, Vice-President of the Federal Republic of Nigeria ("Nigeria" or the "Nigerian government") and Chairman of the NCP which will (1) further enhance the development of the Nigerian government's relationship with the United States of America; (2) increase the visibility of issues critical to the Nigerian government before the United States government, the International Monetary Fund (IMF) and the World Bank Group; and (3) build even stronger relationships between the Nigerian government and a broad band of leading multinational corporations in order to increase direct foreign investment in Nigeria and strengthen support for the Nigerian government within the United States on issues vital to the economic and political viability of the Nigerian government.

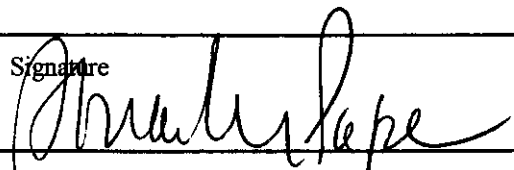
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Meet with Nigerian Government officials in Washington, D.C.; meet with officials of the World Bank Group, Africa Division, including but not limited to, the IMF and IFC; secure meetings on behalf of client with members of the United States Congress who deal with issues relating to sub-Saharan Africa; secure meetings on behalf of client with United States Government/ Cabinet officials as appropriate; and assist client with securing interviews with various members of the media covering sub-Saharan Africa.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Activities included preparation of policy and other materials on behalf of client in anticipation of meetings with Legislative and Executive Branch officials and members of the World Bank Group; and preparation of materials for publication in certain periodicals.

Date of Exhibit B October 14, 1999	Name and Title Stuart M. Pape Managing Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

October 05, 1999

Michelle D. Bernard
(202) 457-6321
mbernard@pattonboggs.com

Mr. Richard Pollack
Senior Vice-President of International Affairs
Shandwick Public Affairs
The Ronald Reagan Building & International Trade Center
1300 Pennsylvania Avenue, N.W., 6th Floor
Washington, D.C. 20004-3023

Re: Consulting Agreement by and between Patton Boggs LLP and Shandwick Public Affairs

Dear Richard:

This consulting agreement by and between Patton Boggs LLP ("Patton Boggs") and Shandwick Public Affairs ("the Company") is for the benefit of the National Council on Privatisation, *Secretariat*: Bureau of Public Enterprises of the Federal Republic of Nigeria (the "NCP"), a client of Patton Boggs. This letter sets forth the terms and conditions under which Patton Boggs will cause the Company to be paid fees for consulting services rendered by you in connection with the NCP's efforts (1) to enhance its relationship with the U.S. government in connection with its privatization efforts; (2) build stronger relationships with leading multinational corporations; and (3) increase the visibility of issues critical to the Nigerian government and the NCP before the U.S. government, the International Monetary Fund (the "IMF") and the World Bank during the 1999 annual meeting of the World Bank Group/IMF from Wednesday, September 22, 1999 through Friday, October 1, 1999. This agreement is effective as of Friday, September 3, 1999 and shall expire at 11:59 P.M. on Friday, October 1, 1999, or as mutually agreed upon by the parties.

1. Designated Clients. The Company will provide all such consulting services during the period of this agreement as are necessary to meet the mutually agreed upon needs of NCP.
2. Other Clients. When feasible, and as mutually agreed to by the parties, the Company will also hold itself available to provide consulting services for the benefit of other clients of Patton Boggs in addition to those designated by Patton Boggs pursuant to paragraph 1 of this letter. In the event the parties agree to work together on behalf of other clients of Patton Boggs, the Company will (a) execute another consulting

Mr. Richard Pollack
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agreement by and between the parties in connection with that client(s); and (2) furnish a fee schedule for the performance of services for that client(s), to be mutually agreed upon by the parties. It is the expressed hope of Patton Boggs that Patton Boggs and the Company can generate substantially more business for the mutual benefit of Patton Boggs and the Company.

3. **Payment for Services.** The matter which Patton Boggs and the Company have agreed to undertake on behalf of NCP is unique, novel, and extraordinarily difficult given the time constraints caused by the very late approach and engagement of Patton Boggs by NCP. In consideration for the services to be performed by the Company under the terms of this agreement, the Company shall be paid a total sum of U.S. \$35,000 for consulting services rendered, costs, expenses, and disbursements which are incurred by the Company on behalf of Patton Boggs in working on this matter.

Due to the unique skills that the Company offers in this area, the magnitude of the project, the fees customarily charged by consultants in this locality, the results obtained as of the date of execution of this agreement, and the expectation that the Company will be precluded from working on other substantial projects from on or about September 3, 1999 until October 1, 1999, Patton Boggs agrees that the above-referenced fees are reasonable, fair and warranted.

Finally, with respect to the matter described in paragraph one above, the Company's fees will be paid to the Company by Patton Boggs within five (5) business days of the execution of this agreement.

4. **Value of Services, Records, etc.** The actual total value of the consulting services performed by the Company pursuant to this Agreement shall be determined on the same basis as the Company determines its charges for services rendered during 1999 to its own clients, independent of the provisions of this Agreement. The Company shall at all times maintain and make available such records as are reasonably requested by Michelle D. Bernard, Esq., or her designee, to enable Patton Boggs to furnish a complete billing statement to NCP for fees to paid to Patton Boggs and the Company hereunder. Additionally, from time to time, upon Ms. Bernard's request, the Company will furnish billing statements summarizing the services performed by the Company and the total time expended on behalf of NCP. The Company agrees to use its best efforts and abilities in all representation undertaken by it pursuant to this Agreement and to coordinate all such representation with Patton Boggs personnel as designated by Michelle D. Bernard.

Mr. Richard Pollack
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5. Notice to Clients. In all instances in which the Company performs services hereunder, Patton Boggs shall notify the client for whose benefit such services are performed.
6. Additional Agreements of the Company. To the extent relevant, the Company has heretofore disclosed the identity of its existing clients to Patton Boggs and it has been agreed that no conflict of interest exists with respect to the matter now being handled by the Company for NCP.
7. Termination. The Company and/or Patton Boggs may terminate this Agreement at any time, with or without cause, upon giving twenty-four (24) hours written notice to the other party. The termination of this Agreement by either party shall be made in accordance with Section 8 of this Agreement.
8. Notices. All notices, request, demands and other communications hereunder shall be in writing and shall be deemed duly given when delivered by hand, mailed by registered or certified mail, postage prepaid, return receipt requested, by facsimile, or by overnight mail as follows:

If to Patton Boggs LLP, to: Michelle D. Bernard, Esq.
Patton Boggs LLP
250 M Street, NW
Washington, D.C. 20037

Phone: (202) 457-6321
Fax: (202) 457-6315

If to the Company, to: Mr. Richard Pollock
Senior Vice-President of International Affairs
Shandwick Public Affairs
The Ronald Reagan Building & International Trade Center
1300 Pennsylvania Avenue, N.W., 6th Floor
Washington, D.C. 20004-3023

Phone: (202) 383-9730
Fax: (202) 383-0079

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or to such other address as either party hereto shall have designated by like notice to the other party hereto.

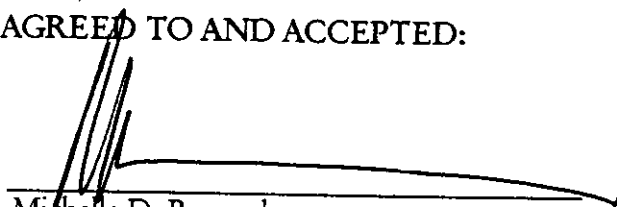
9. **Foreign Agents Registration Act.** The Company acknowledges that the Company has been advised that Patton Boggs will register as an agent for NCP pursuant to the U.S. Foreign Agents Registration Act. The Parties acknowledge and agree that they do not currently intend for any of the services which the Company, by and through Mr. Richard Pollock, shall provide to Patton Boggs pursuant to this Agreement to involve the United States. In the event that any of the services which the Company, by and through Mr. Richard Pollock, provides to Patton Boggs pursuant to this Agreement involve the United States, the Company, by and through Mr. Richard Pollock, shall immediately notify Patton Boggs. In any event, the Company, by and through Mr. Richard Pollock, agrees that the Company, by and through Mr. Pollock, is solely responsible for taking all such actions and making all such registrations and reports which shall be required of the Company by the laws of the Federal Republic of Nigeria and the United States, including, without limitation, the U.S. Foreign Agents Registration Act and the Lobbying Disclosure Act, if and to the extent applicable.
10. **Compliance with Laws.** Notwithstanding any other provision of this Agreement, in no event shall any Party be obligated under this Agreement, the Representation Agreement or otherwise to take any action or omit to take any action which such Party believes, in good faith, would cause it to be in violation of any rules of professional responsibility applicable to such Party or the laws of the United States or the Republic, including, without limitation, the District of Columbia Rules of Professional Responsibility, the U.S. Foreign Corrupt Practices Act, or the U.S. Foreign Agents Registration Act.
11. **Counterparts.** The parties hereby agree that this Agreement may be executed and faxed to one another in two or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

PATTON BOGGS LLP
ATTORNEYS AT LAW

Mr. Richard Pollack
October 05, 1999
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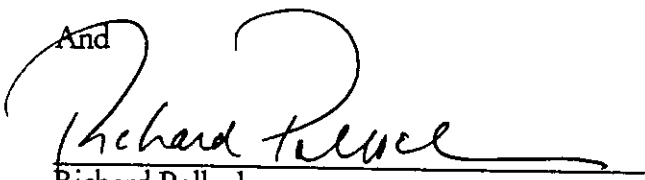
12. Complete Agreement. This letter constitutes the entire agreement of Patton Boggs and the Company with respect to the subject matter hereof and may not be modified in any respect except pursuant to a written agreement duly executed by both Patton Boggs and the Company.

AGREED TO AND ACCEPTED:



Michelle D. Bernard
Partner
Patton Boggs LLP

And



Richard Pollock
Senior Vice-President of International Affairs
Shandwick Public Affairs

September 1, 1999

Michelle D. Bernard
(202) 457-6321
mbernard@pattonboggs.com

By Facsimile

Mr. Bernard B.A. Verr
Director-General
National Council on Privatisation
Secretariat: Bureau of Public Enterprises of the Federal Republic of Nigeria
NDIC Building (1st Floor)
Plot 447/448 Constitution Avenue
Central Business District
P.M.B. 442 Garki, Abuja
Nigeria

Re: Engagement of Patton Boggs LLP

Dear: Mr. Verr

Thank you for retaining Patton Boggs LLP ("Patton Boggs") to represent National Council on Privatisation, *Secretariat:* Bureau of Public Enterprises of the Federal Republic of Nigeria (the "NCP") in connection with the 1999 Annual World Bank Group-International Monetary Fund ("IMF") Meetings. Our objective in this representation is to secure meetings on behalf of His Excellency Atiku Abubakar, Vice-President of the Federal Republic of Nigeria ("Nigeria" or the "Nigerian government") and Chairman of the NCP which will (1) further enhance the development of the Nigerian government's relationship with the United States of America; (2) increase the visibility of issues critical to the Nigerian government before the United States government, the IMF and the World Bank; and (3) build even stronger relationships between the Nigerian government and a broad band of leading multinational corporations in order to increase direct foreign investment in Nigeria and strengthen support for the Nigerian government within the United States on issues vital to the economic and political viability of the Nigerian government. The meetings are to take place on or about from September 27-28, 1999. We look forward to working with you on this engagement.

To ensure that the NCP and we have a common understanding of the terms of our representation and to comply with the rules of professional conduct for the jurisdictions in which we practice, I have enclosed a statement describing the standard terms of engagement for legal services to be provided by Patton Boggs. The terms of engagement cover such matters as our procedure for handling potential conflicts of interest, fees, costs and expenses, billing arrangements and terms of payment. Please review the document carefully to ensure that it comports with your understanding. This letter supplements and modifies the enclosed terms of engagement.

Mr. Bernard B.A. Verr
September 1, 1999
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Thomas Hale Boggs, Jr., and I will be primarily responsible for the work done on behalf of client and will supervise the lawyers and other professionals who may work on this project. I anticipate that associates, staff attorneys, legal assistants, specialists and/or consultants will assist in the matter.

Based on our discussions, we have agreed to undertake the representation described above for a total of U.S. \$175,000. As you know, we have received a wire transfer from the NCP in the amount of U.S. \$175,000. We will charge our fees and expenses against this advance. If the scope of the project expands significantly or unforeseen events necessitate additional work, we reserve the right to, after discussion with you, either increase the amount of the budget or limit the scope of our representation.

As explained more fully in the terms of engagement, we will determine our legal fees based on our standard hourly billing rates in effect when the work is performed and the number of hours worked by each attorney. Our hourly billing rates for most of our partners range from U.S. \$220 to \$595 and the hourly rates for most of our associates range from \$120 to \$235. Our legal assistants generally have hourly billing rates ranging from U.S. \$50 to \$130. The billing rates of certain lawyers with special expertise or extensive experience may be outside these ranges. My time is billed at U.S. \$330 per hour. Mr. Boggs's billing rate U.S. \$595 per hour. If you would like to know the hourly billing rates of other billers most likely to work on a particular project, please call me. Generally, we adjust our billing rates for partners in January and those of our associates in October. In addition to our fees for legal services, we also charge separately for certain costs and expenses as described in the enclosed statement.


If these terms and conditions, including those set forth in the terms of engagement, meet with your approval, I would appreciate your acknowledging acceptance of both documents by signing and returning the enclosed copy of this letter. If you have any questions about these terms or would like to discuss them, please call me as soon as possible so as not to impede our commencing work on your behalf.

These terms and conditions will apply to any future work we undertake for you unless we send you a new letter reflecting different terms and conditions.

Mr. Bernard B.A. Verr
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We look forward to working with National Council on Privatisation, *Secretariat*: Bureau of Public Enterprises of the Federal Republic of Nigeria to achieve a successful result.

Very truly yours,


Michelle D. Bernard
for PATTON BOGGS LLP

Enclosure

AGREED TO AND ACCEPTED:

National Council on Privatisation, *Secretariat*: Bureau of Public Enterprises of the Federal Republic of Nigeria

By: _____
Mr. Bernard B.A. Verr
Director-General